

off following is indorsed on the original instrument.
 The Note, Promissory Note, having been paid in full this note is hereby
 Released, and the same thereby created is discharged.
 As Witness my hand this 7th day of November A.D. 1905.
 John E. Tunkel, Secundarius

Recorded November 7th 1905

W. M. Armstrong

Register of Deeds

For Release

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This Indenture Made this 15th day of May in the year of our Lord one thousand eight hundred and ninety five between John Tunkel a widower of Lawrence in the County of Douglas and State of Kansas, of the first part, and Theodore Gehler of said City and County and State of the second part.

Witnesseth that the said party of the first part, in consideration of the sum of Twenty five hundred (\$2500.00) Dollars, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and mortgage to the said party of the second part, his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: Lots Numbered Seventy three (73) Seventy five (75) and Seventy seven (77) on Tennessee Street in the City of Lawrence, with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said John Tunkel does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that he will warrant and defend the same against all claims whatsoever.

This grant is intended as a Mortgage to secure the payment of the sum of Twenty five hundred (\$2500.00) Dollars according to the terms of one certain Promissory Note this executed and delivered by the said John Tunkel to the said party of the second part, payable at Lawrence Kansas with interest at six per annum payable semi-annually.

The further condition of this mortgage being that said John Tunkel will cause good and sufficient legal title to be conveyed to said party of the second part in and to the following described premises, to-wit: Lots One, Twenty four, the North half of Lot Two, North half of lot Twenty three, all in Block Fourteen in Lane Place Addition to the City of Lawrence Kansas; there being certain minor heirs interests in the premises last described, and said John Tunkel having this day made, executed and delivered a warranty deed to the said last mentioned premises unto said Theodore Gehler, and having agreed to cause to be made a good, valid and legal estate in fee simple unto said party of the second part in the said premises, and this conveyance shall be void if such payments be made as herein specified, and the condition herein mentioned be fulfilled. But if default be made in such payment, or condition, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted